



**CONTRACT NO.  
12-01-03-03**

**Bookstore Management Services**

Bid packets must be received by  
3 p.m.  
March 19, 2012

Delaware State University  
Room 321  
New Administration Building  
1200 North DuPont Highway  
Dover, DE 19901-2277

Point of Contact  
Jessica Wilson  
(302) 857-6272  
(302) 857- 6278

TO: ALL BIDDERS

The enclosed packet contains an "INVITATION TO BID" for Bookstore Management Services. The bid consists of the following documents:

**INVITATION TO BID - CONTRACT NO.**

1. Definitions and General Provisions
2. Special Provisions, Invitation to Bid, and Scope of Work
3. Bid Reply Section
  - a. Non-Collusion Statement and Acceptance
  - b. Bid Reply Section

Your bid and the Bid Reply Section must be executed completely and correctly and returned in a clearly marked envelope by 3:00 p.m., Monday, March 19, 2012, to be considered.

Please review and follow the information and instructions contained in the General Provisions and this Invitation to Bid. Should you need additional information, please call Jessica Wilson at (302) 857-6272.

Minority Business Enterprise (MBE) and Women Owned Business Enterprise (WBE) will be afforded full opportunity to submit bids and will not be subject to discrimination on the basis of race, color, national origin, or sex in consideration of this award.

Delaware State University reserves the right to extend the time and place for the opening of bids from that described in the advertisement, of not less than two (2) calendar days notice be certified delivery, facsimile transmission, or by verifiable electronic means to those bidders who obtained copies of the plans and specification or contract descriptions. Delaware State University reserves the right to reject any and all items, bids and waive all informalities.

**SECTION 100.00 BID GENERAL INFORMATION:**

**Whenever the following terms are used, their intent and meaning shall be interpreted as follows:**

<b>State:</b>	The State of Delaware
<b>Board:</b>	The Delaware State University Board of Trustees
<b>University:</b>	The Delaware State University
<b>Designated Official:</b>	The person authorized to act for the Delaware State University Board of Trustees
<b>Inspector:</b>	Individual authorized by the University to act as its agent to inspect any feature of the material or work entering into the contract
<b>Bidder:</b>	Any individual, firm or corporation submitting a bid in the proper required form for furnishing the material and/or accomplishing the work as specified and acting directly or through a duly authorized representative
<b>Contractor:</b>	Any individual, firm or corporation with whom a contract is made by the University
<b>Surety:</b>	The corporate body which bound with and for the contract, or which is liable, and which engages to be responsible for the contractor's payments of all debts pertaining to and for this acceptable performance of the work for which he has contracted
<b>Bid:</b>	The offer of the bid submitted on the approved form and setting forth the bidder's prices for furnishing material and/or performing work described in the specifications
<b>Advertisement For Bid:</b>	The public announcement that the University is inviting bids covering work to be performed or materials or equipment to be furnished
<b>Bid Bond:</b>	The security designated in the bid to be furnished by the bidder as a guaranty of good faith to enter into a contract with the University if the work to be performed or the materials to be furnished is awarded to him
<b>Special Provisions:</b>	Special provisions are specific clauses setting forth conditions or requirements peculiar to the contract under consideration and covering the work, materials, products, or equipment involved in the bid
<b>Contract:</b>	<p>The written agreement covering the furnishing and delivery of materials and/or services which shall consist of the following:</p> <ul style="list-style-type: none"><li>A. Bid by firm or individual furnishing materials and/or services</li><li>B. Agreement by the vendor to abide by all terms, conditions, specifications, and addenda (Sect. 100, 200, 300, 400 inclusive) of the bidding documents.</li><li>C. Approved University purchase order</li></ul>
<b>Performance, Labor &amp; Material Payment Bond:</b>	The approved form of security furnished by the Contractor and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the Special Provisions.

## **SECTION 200.00 PROPOSAL REQUIREMENTS AND CONDITIONS**

### **ALL PROPOSALS MUST BE MADE IN ACCORDANCE WITH THE FOLLOWING INSTRUCTIONS:**

#### **SECTION 200.1 Presentation of Bids**

A. Bids shall be presented on the forms issued with the specifications. Special lease or rental bids may be presented on vendor's forms. All blanks shall be properly filled in. Live signatures are required. Any alterations, erasures shall be initialed by bidder. The bid form shall be executed to show the amount bid. The total amount of the bid submitted shall be typed, or clearly printed in ink, in both written and numerical figures on the bid form and summary.

B. Bids shall be received at the Office of the Director of Purchasing, (unless otherwise indicated), Delaware State University, 1200 N. DuPont Highway, Dover, Delaware, 19901-2275, not later than the time state in the advertisement. Bids will be received in a sealed envelope and plainly marked as follows:

**Contract No.:**

**Name of Bidder:**

**Date of Opening:**

C. No responsibility shall be attached to any persons for the premature opening of any bids not properly identified. (See "B" under Paragraph 1).

D. Delaware State University reserves the right to accept, or reject any or all bids either by item, section, job and/or by the total amount proposed is less than the sum of the individual items, sections, or jobs, it will be inferred that a discount was offered as an inducement to award all items, sections, or jobs to the bidder.

#### **SECTION 200.2 Bid Guaranty**

A. All bids exceeding \$10,000 in cost, shall be accompanied with a bid bond or certified check drawn on a solvent bank or trust company licensed to do business with the State of Delaware unless WAIVED under section titled: "Special Provisions." The bid bond or certified check shall be drawn to the order of the Delaware State University in the amount of at least ten percent (10%) of the total price (including all alternates).

B. Upon the execution of a formal contract and agreement, the Bid Bond will be returned to the successful bidder. The deposits of the unsuccessful bidder will be returned to them immediately upon the awarding of the contract, or the rejection of all bids, but in any event, no later than ninety (90) days after the opening of the bids.

C. Should a successful bidder, on being notified in writing by the University, fail to execute the Notification of Award and Agreement contract and furnish satisfactory Performance, Labor and Material payment bond (if requested under Special Provisions) within twenty (20) days from date of receipt, the award of the contract may be rescinded and the certified check or bid bond become liable up to the full amount and the bidder liable for any difference in the bid, which the University may be obligated to award to another bidder because of the omission or refusal of the successful bidder to execute the contract and Performance bond as aforesaid.

D. If no award contract is made, all checks will be returned to the depositor within ninety days of the opening bid.

#### **SECTION 200.3 Bid Withdrawal**

A. A bidder may withdraw his bid after it has been deposited with the University if such request is made prior to the time set for the opening of the bid.

B. Any bidder exercising the privilege of withdrawing his bid (bids) waives all claims that may arise should it be found that his opened bid is for any reason, unacceptable to the University.

#### **SECTION 200.4 Bid Openings**

A. Bids will be opened publicly. Bidders or their authorized representatives are invited to be present.

B. Bids received after the time set for the public opening will not be given consideration and will be returned, unopened, to the bidder.

#### **SECTION 200.5 Rejection of Bids**

Any one (1) or more of the following causes may be considered sufficient reason for the disqualification of a bidder and the rejection of his bid:

A. Evidence of collusion among bidders and failure to execute non-collusion statement and execute Order 11246.

B. More than one (1) bid for the same contract from an individual firm, or corporation under the same, or different names (excluding special lease or rental bids). This does not apply to agents, or brokers representing more than one principal, when separate bids are submitted.

C. Unsatisfactory performance record as proven by past experience with the University.

D. Delaware State University may request prospective bidders to answer a questionnaire and file a financial statement containing a complete statement of the bidder's financial ability and experience in performing such work. If the University is not satisfied with the sufficiency of the answers to the questionnaire or financial statements, the owner may refuse the prospective bidder submitting such unsatisfactory answers access to the plans and specifications for the work and the bid of any such bidder may be disregarded.

E. Unit prices are obviously unbalanced either in excess, or below reasonable cost analysis value and/or in excess of the budget.

F. Any unauthorized additions, interlineations, conditioned or alternate bids, or irregularities of any kind which may tend to make the bid incomplete, indefinite, or ambiguous in meaning.

G. Lack of bid bond or certified check accompanying bids exceeding \$10,000 in cost unless waived under "Special Provisions."

H. Delaware State University reserves the right to waive any informalities in bids received and to accept or reject any or all items bid.

I. Failure to submit with bid, the latest manufacturer's technical specifications on substitutions or "or equal" products.

#### **SECTION 200.6 Notification of Award and Agreement**

A. Upon notification by Delaware State University that the bid has been accepted, the successful bidder shall agree to execute a formal contract (bids of \$10,000 or over), within twenty (20) days, with the University, embodying the bid which he has submitted consistent with the specifications, terms and conditions provided (and provide Performance, Labor & Material payment bonds if required under special

provisions). Such contract shall make provisions for all Federal, State and City antipollution, conservation and environmental protection ordinances, rules and regulations which will be involved in the execution of the contract. The cost for any anti-pollution, conservation or environmental protection control activity that is not specified in the contract, or otherwise provided for, but becomes necessary, or is deemed desirable by the University after contract has been awarded, shall be paid in accordance with Section 6904 (E) of the Delaware Code.

B. The notification of award and agreement shall not be considered final until a purchase order has been approved by the University and received by the successful bidder.

C. The University reserves the right to award this contract to more than one vendor pursuant to 29 Del. C. §6926. The University reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the University.

#### **SECTION 200.7 Termination of Contract**

A. Delaware State University reserves the right to annul any contract if, in its opinion, there is failure at any time to perform adequately the stipulations of this invitation to bid, and/or the general conditions, special provisions and detailed specifications which are attached and made part of this bid, or in any case of any attempt to willfully impose upon the University materials, products, workmanship or service which is, in the opinion of the University, of an unacceptable quality.

#### **SECTION 200.8 Performance, Labor & Material Payment Bond**

A. The successful bidder will (when requested under Section: "Special Provisions") be required to furnish satisfactory bonds for the faithful Performance, Labor & Material payment, guarantee periods and the satisfactory completion of all work as specified.

B. The bonds shall be paid for by the contractor and shall cover the total amount of the contract price. Bonds must accompany the executed contract award and agreement.

C. Failure to submit properly executed bonds within twenty (20) days may result in the University awarding contract to the next lowest responsible bidder.

#### **SECTION 200.9 Non-Collusion Statement**

A. Delaware State University requires a sworn statement to accompany all bids, executed by, or on the behalf of the person, or corporation submitting the bid, certifying that such person, or corporation has not either directly, or indirectly participated in any collusion with such contract. The form for this sworn statement is included herein and must accompany bids being submitted.

#### **SECTION 200.10 Compliance Certificate**

A. In compliance with the applicable requirements of Executive Order No. 11246, all bidders submitting bids exceeding \$10,000 shall properly execute the "General Compliance Certificate and Agreement of Vendors and Subcontractors" form submitted herein. The form must accompany bids being submitted.

#### **SECTION 300.00 GENERAL CONDITIONS**

##### **SECTION 300.1 Interpretation of Estimates**

A. The estimate of quantities given in the bid are considered approximate and given as a basis for comparison of bids. Delaware State University reserves the right to increase, or decrease the quantity of any item as deemed necessary.

##### **SECTION 300.2 Prices Quoted**

A. Items covered by this bid are exempt of all Federal State taxes. Such taxes shall not be included in prices quoted.

B. Prices quoted shall include F.O.B. Delaware State University freight prepaid, installed as directed and all charges imposed during the life of the contract.

C. Bids submitted by the bidder shall be binding for a period of ninety (90) days from the opening date of bid unless requested for an additional period of time under "Special Provisions."

D. Delaware State University does receive Federal Grants; therefore, all bidders should keep in mind that the University is entitled to the privilege of using GSA contracts.

##### **SECTION 300.3 Use of Trade Names**

A. In every case where a trade name is used for the purpose of identification and simplifications, it shall be understood that merchandise of equal quality and similar features will be subject to acceptance by Delaware State University. However, Delaware State University reserves the right to make the final determination as to whether or not the merchandise offered is in fact of equal quality with similar features.

##### **SECTION 300.4 Or Equal Bids**

A. Substitution of products offered by bidders other than specified, may be considered, provided the bidder furnishes (with his bid) the manufacturer's latest brochure, which shall contain complete specifications to enable Delaware State University to compare and determine if article (s) and/or services offered comply with the intent of the specifications herein and will be satisfactory for the work to be accomplished. Failure to provide this information with the bid may result in rejection of bid. Delaware State University shall be the sole judge of equivalencies.

##### **SECTION 300.5 Merchandise Sample**

A. Before any contract is awarded, the successful bidder will (when requested under "Special Provisions") furnish a complete statement of the origin, composition, manufacturer and sample of any or all materials or items used in the contract for the purpose of evaluating and testing.

##### **SECTION 300.6 Warranty**

A. Bidders shall include their bid, a statement on conditions and terms of warranty of all items and/or services to be provided.

B. Defects occurring during the warranty period shall be made good and/or corrected by the contractor without cost to Delaware State University.

C. The contractor must submit warranty to the University that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work be of good quality, free from faults and defects and in conformance with the specifications.

D. Verification and inspection upon delivery of materials or services (s) will be performed by representatives of the University and will be rejected if found defective in any way, and not conforming with specifications.

**SECTION 300.7 Delivery**

A. Time is of the essence and may be a factor considered in making the award. List delivery and/or completion date in indicated space on bid form.

B. The bidder agrees to deliver all equipment and/or perform all work in accordance with its specifications.

C. All cartons and packages being delivered directly or indirectly to the University shall show identifying purchase order number and contain a packing list indicating quantities being shipped. Deliveries must be made to location indicated on purchase order.

**SECTION 300.8 Liquidated Damages**

A. If requested under section "Special Provisions" a designated sum will be deducted by Delaware State University from monies due vendor, not as a penalty, but as liquidated damages for failure to deliver/complete within the time limit specified. Saturdays, Sundays and state legal holidays will be excluded from the computations for the assessment of liquidated damages.

**SECTION 300.9 Laws to be Observed**

A. The Contractor is presumed to know and shall strictly comply with all national, state and county laws and city or town ordinances and regulations in any manner affecting the conduct of the work or delivery. The Contractor shall indemnify and save harmless the State of Delaware, Delaware State University and all officers, agents and servants thereof against any claim of liability arising from or based upon the violation of any such laws, ordinances, regulations, orders or decrees whether by himself or his employees.

B. All necessary permits, licenses, insurance policies, etc., required by local state or federal laws shall be provided by the contractor at his/her own expense and shall be made available for inspection upon request by authorized personnel of Delaware State University.

**SECTION 300.10 Contract Documents**

A. The complete specifications together with all addenda shall be accepted by parties to the contract and bound for the execution of the work herein contemplated and required.

B. Delaware State University reserves the right to recall plans and specifications at any time before or after bids are received, in which case all plans and specifications must be immediately returned to the University.

**SECTION 300.11 Obligation of Bidder**

A. Before submitting bids, bidder shall inform themselves fully of the nature of the work by personal examination of

the site, the drawings, and specifications and by such other means as they consider necessary as to matters, conditions and considerations bearing on or in any way affecting the preparation of their bids and the contract. They shall not at any time after submitting their bid, dispute or complain of such drawings or the specifications and the general conditions, nor assert that there is any misunderstanding in regard to the location, extent or nature of work to be performed.

**SECTION 300.12 Billing**

A. The successful bidder(s) are required to bill upon completion, delivery, and installation as specified. All invoices must be identified by the approved purchase order received and be forwarded to:

**SECTION 300.13 Terms of Payment**

A. Delaware State University will authorize and process invoices properly identified by a valid purchase order for payment normally with thirty (30) days after date of receipt, completion of services, UNLESS vendor indicates a discount for prompt payment. Such discounts for prompt payment must be clearly indicated on all invoices. Failure to properly identify invoices with a valid purchase order number will result in payment being withheld until such time invoice is identified and/or all changes have been authorized in writing.

B. Delaware State University may make partial payment on any Contract provided Contractor complies with all General Terms of Condition as stated herein.

**SECTION 300.14 Funding Out**

A. The continuation of this contract is contingent upon funding appropriation by the Delaware General Assembly and/or funding duly authorized by the Delaware State University Board of Trustees.

#### **SECTION 400.00 SPECIAL PROVISIONS:**

**The following "Special Provisions" shall be considered by all Bidders as part of this Contract:**

- 400.0 BID OPENING, TIME AND PLACE: All bids must be received no later than 3:00 p.m., Monday, March 19, 2012. Bids received after this time and date will not be accepted. Bids will be received by the Office of Purchasing, Room 321, of the Administration Building, Delaware State University, 1200 N. DuPont Highway, Dover, DE 19901-227, and will be publicly opened at the time and date indicated above.
- 400.1 CONTRACT REQUIREMENTS: This contract will be issued to provide Bookstore Management Services for Delaware State University.
- 400.2 CONTRACT PERIOD: The contract for the goods and/or services herein shall be valid for 5 years beginning July 1, 2012.
- 400.3 POINT OF CONTACT: The sole point of contact for purposes of this Invitation to Bid (ITB) is Jessica Wilson, Delaware State University, (302) 857-6272. Any and all changes or modifications affecting this contract in any matter shall be subject to written approval of the Purchasing Department.
- 400.4 PRICES: Prices shall remain firm until all of the terms and conditions contained herein are satisfied.
- 400.5 BID BOND REQUIREMENTS: Waived
- 400.6 PERFORMANCE BOND REQUIREMENTS: Waived
- 400.7 BASIS OF AWARD: Proposals will be evaluated on the following criteria:

#### **CRITERIA**

#### **WEIGHT**

Please see rating criteria on page 20 – Section XIII A-H

- 400.8 PRE-BID MEETING: February 20, 2012 at 2:p.m, Administration Building Room 300, Delaware State University, 1200 N. DuPont Hwy, Dover, DE.
- 400.9 DELAWARE BUSINESS LICENSE: All firms must have a Delaware business license as required by Delaware Code, Title 30, Section 2102.
- 401.0 HOLD HARMLESS: The vendor shall agree by offering a bid on this contract, that they shall indemnify and hold the State of Delaware and Delaware State University harmless from and against any and all claims for injury, loss of life, or damage to, or loss of property caused, or alleged to be caused, by acts of omissions of the vendor, its employees, and invitees on or about the premises and which arise out of the vendor's performance, or failure to perform as required by the University in this agreement.
- 401.1 NON-PERFORMANCE: **In the event the vendor does not fulfill its obligations under the terms and conditions of this contract due, the ordering department may purchase any equivalent product and/or service on the open market. Any differences in the cost between the contract prices herein and the prices herein and the price of the open market shall be the responsibility of the vendor. Under no circumstances shall monies be due to the vendor in the event the open market products can be obtained below contract cost. Any monies charged to the vendor may be deducted from an open invoice.**
- 401.2 FORCE MAJEURE: Neither the vendor nor the University shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other of any situation that may prevent performance under the terms and conditions of this contract.
- 401.3 BID/CONTRACT EXECUTION: Both non-collusion statement and the compliance certificate that is enclosed with this Invitation to Bid and the contract form delivered to the successful bidder for signature **MUST** be executed by a representative who has the legal capacity to enter the organization into a formal contract with Delaware State University.

**The following "Special Provisions" shall be considered by all Bidders as part of the Contract:**

- 401.4 AMENDMENTS: The University reserves the right to amend this ITB at any time prior to the opening date. Addendum's, if necessary, will be issued a minimum of three (3) days prior to the date of opening via certified mail or fax to all prospective offerors who have picked up or were mailed specifications. All amendments issued by the University must be acknowledged as to the receipt of the same. Each amendment will provide a space for signature to acknowledge receipt. This signed amendment must be included in your bid package. **Failure to include this acknowledgement may be basis for rejection of the bid.**

- 401.5 PUBLIC INFORMATION: Offerors must give specific attention to the identification of any portion of their bid that they deem confidential or proprietary information. This information is usually restricted to financial statements, patent or copyright information, or information concerning personnel which is considered confidential.
- 401.6 SITE INVESTIGATION: As applicable, offerors are expected to inspect the sites where services are requested and satisfy themselves as to all general and local conditions that may affect or impact the cost of the contract. Under no circumstances, will failure to inspect the site (s) constitute grounds for any claim, or additional costs after the award of the contract.
- 401.7 CANCELLATION OF CONTRACT: In the event of unsatisfactory performance, Delaware State University reserves the right to cancel this contract upon written notice.

**SECTION 500.00 SPECIFICATIONS:**

**All work/Material (s)/services under this Contract MUST MEET OR EXCEED THE FOLLOWING MINIMUM ACCEPTABLE SPECIFICATIONS:**

- 500.1 COMPLAINT: Unless the offerors bid expressively states otherwise, the offerors agrees to comply with all terms, conditions, special provisions, specifications, and addendums of this contract. Any or all exceptions must be clearly identified in the proposal.
- 500.2 NON-DISCRIMINATION/EQUAL OPPORTUNITY/AFFIRMATIVE ACTION: The policy of the University, both traditionally and currently, is that discrimination against any individual, for reason of race, color, creed, national origin, sex, handicap, or age, is specifically prohibited. Accordingly, the University uses as one of its purchasing criteria, the affirmative action of its vendors in providing equal employment opportunities for all minority groups.
- 500.3 ASSIGNMENT: Neither party may assign or subcontract any of its rights or obligations under the contract in whole or in part. Any attempted assignment under the contract shall be void and of no effect.
- 500.4 SPECIFICATIONS: The successful bidder (s) shall provide the following items, meeting at a minimum the specifications as listed:



SECTION 200.9 NON-COLLUSION STATEMENT

Delaware State University  
Office of Purchasing  
Dover, DE 19901-2275

Gentlemen:

This is to certify that the undersigned bidder \_\_\_\_\_ has not, either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the proposal for Contract No. \_\_\_\_\_ or any part(s) thereof, submitted to the Delaware State University on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
SIGNATURE OF BIDDER

\_\_\_\_\_  
Corporate seal

By:\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

SWORN AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

City of \_\_\_\_\_

County of \_\_\_\_\_

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

This Statement must be completed and signed before contract is awarded.

**SECTION 200.10 EXECUTIVE ORDER 11246**

**GENERAL COMPLIANCE CERTIFICATE AND AGREEMENT OF VENDORS AND SUBCONTRACTORS**

To: \_\_\_\_\_ AND ITS SUBSIDIARY CORPORATIONS

**EXECUTIVE ORDER 11246**

The undersigned Contractor agrees and certifies, unless otherwise exempt, that it is in compliance with the applicable requirement of Executive Order 11246 as set forth below, or will take steps to comply with such requirements prior to acceptance of any order from us. This agreement and certificate shall form a part of, and be deemed incorporated in each order submitted to you for supplies or services exceeding \$10,000 if and so long as required by Executive Order No. 11246 and regulations issued hereunder by the Office of Federal Contract Compliance, Equal Employment Opportunity.

**A. EQUAL OPPORTUNITY CLAUSE**

During the performance of this contract the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer, setting forth the provisions of this non-discrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees place by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency-contracting officer advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order

**B. CERTIFICATE OF NONSEGREGATED FACILITIES**

Contractor does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. He certifies further that he will not

No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to all employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, accounts by the contracting agency of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965 and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the provisions of Paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such section with respect to any subcontractor's purchase order as the contracting agency may direct as a means of enforcing such provisions including sanction for non-compliance; provided however, that in the event the Contractor becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction by contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. Contractor agrees that a breach of this certification is in violation of the Equal Opportunity Clause in this contract. As used in this

certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking foundations, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications in his files, and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

**C. NOTICE OF PROSPECTIVE SUBCONTRACTORS OR REQUIREMENTS OF NONSEGREGATED FACILITIES**

A certificate of Nonsegregated Facilities must be Submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each

subcontractor or for all subcontracts during a period (i.e. quarterly, semiannually, or annually). Note: The penalty for making false statements in offers is prescribed in U.S.C. 1001.

**D. AFFIRMATIVE ACTION COMPLIANCE PROGRAM**

Contractor agrees to develop a written Affirmative Action Compliance program for each of its establishments as required by Section 60 140 Title 41 of the Code of Federal Regulations.

**E. EMPLOYER INFORMATION REPORT (EEO-1 STANDARD FORM 100)**

Contractor has filed standard Form 100, entitled "Equal Employment Opportunity Employer Information Report EEO-1" as required by Section 60-1-7 of Title 41 of the code of Federal regulations.

We are exempt from filing SF 100 (EEO-1) as defined above (check if applicable).

SIGNATURE OF BIDDER

CORPORATE SEAL

BY: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

SWORN to and SUBSCRIBED before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City of \_\_\_\_\_

County of \_\_\_\_\_

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**DELAWARE STATE UNIVERSITY**  
**Request for Proposal**  
**Bookstore Management Services**

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- XV. APPEAL**
- XVI. FORMATION OF THE AGREEMENT WITH THE SELECTED FIRM**
- XVII. TERMINATION**

## **Delaware State University Office of Purchasing**

### **I. OVERVIEW**

#### **A. General**

Delaware State University, located in Dover, Delaware, is soliciting proposals for Bookstore Management Services. This document is part of a competitive process designed to serve the University's best interests and also give firms a fair opportunity for their services to be considered. For ease of reference, each firm receiving this document is referred to as a "Firm" and the Firm selected to provide services for the University is referred to as the "Selected Firm".

The main section of this RFP outlines the information to be included by Firms preparing proposals, as well as contractual provisions the University seeks in negotiating a successful agreement with the Selected Firm. Attachments provide information and statistics regarding current operations at the University.

#### **B. Objectives**

In order to achieve the goals of the University's Bookstore program, the Firm must adopt the following objectives in managing the Bookstore:

1. To provide the campus community with a full range of merchandise and services expected from a quality academic Bookstore.
2. To have sufficient quantities of textbooks and related supplies and materials, as required or recommended by the faculty for academic courses, available for purchase or rent by students at the specific times the items are needed.
3. To ensure that the specific requested editions of texts are available for sale or rent.
4. To minimize out-of-stock situations on textbooks.
5. To provide a wide selection of current trade, academic, and technical literature in support of required material for the academic disciplines of the University.
6. To offer a significant selection of "soft goods", dependent on space, such as office supplies, incidental household goods for the resident student, personal care items, University emblematic apparel, memorabilia, and other miscellaneous items.
7. To provide timely response to customers requiring special order literature and other such materials.
8. To provide textbooks and academic materials at reasonable prices that are competitive with other retail locations and online purchasing services.
9. To provide other quality merchandise to the University Community under pricing policies that are both fair and competitive for like or similar quality, as compared to other University bookstores and also with retail establishments in the surrounding area.
10. To keep apprised of new merchandise of interest to the University Community.
11. To provide for efficient customer traffic flow during rush periods and minimize time spent by customers in waiting lines.
12. To meet the needs of disabled persons, ADA requirements shall be adhered to in all aspects of the management and operation of the Bookstore.
13. To provide employment opportunities for the University's students.
14. To become involved in the academic, cultural, and social environment of the University, taking advantage of opportunities to offer special merchandise and other assistance based upon our ongoing and unique activities.

## II. **PROPOSAL INSTRUCTIONS**

### A. **Issuance of Request**

The Issuing Office for this Request for Proposal is:

Jessica Wilson  
Director of Purchasing  
Delaware State University  
Administration Building, 3<sup>rd</sup> Floor  
Dover, Delaware 19901-2277  
Telephone: 302-857-6272  
Fax: 302-857-6278

Any questions concerning this Request for Proposal shall be directed to the above person and not to any other person at the University. The University will answer all questions via official addenda. If a Firm discovers any significant ambiguity, error, conflict, discrepancy, omission or other deficiency in this RFP, the Firm should immediately notify the above named individual of such errors and request modification or clarification of this document.

### B. **Form of Proposal**

Each Firm wishing to submit a response to this RFP should submit to the Issuing Office one (1) signed original and eight (8) copies of a written proposal which provides the information requested below. All proposals must be contained in a single volume and must be submitted in sealed envelopes or boxes bearing outside the name and address of the Firm and the title of the proposals. Copies of proposals shall not be sent to any other office or departments whatsoever at Delaware State University.

1. No oral, telephone, or telegraphic modifications of the proposal will be accepted.
2. All proposals must be printed or written in ink and corrections must be initialed.
3. Proposals must be signed by an officer of the company who is authorized to bind the company by contract, listing name, title, and date of signing.
4. Proposals must include a section titled "Executive Summary" which encapsulates all basic proposal ideas and financial information.
5. Proposals must use the same numbering scheme contained in the RFP.
6. Firms should assume responsibility for any and all costs associated with the preparation and delivery of their RFP Response.
7. The responses to this RFP will be considered as legal offers to contract. Acceptance of any offer by the University will constitute a legal and binding contract. The total contract shall include this RFP, the Firm's proposal, and the negotiated and executed contract.
8. Note that the State of Delaware does not require that state sales tax be charged on textbooks or other course related material.

*The University recognizes that it is standard practice for Firms to avail themselves of the opportunity to include significant quantities of marketing materials. It is strongly suggested that Firms carefully select the materials to be provided. The volume and glossiness of a proposal are not criteria upon which the University will base its final decision.*

## III. **COMMENCEMENT OF CONTRACT**

The commencement of the proposed contract will be July 1, 2012 and the Selected Firm must be prepared to assume all responsibilities as laid out in the RFP. The term of the contract shall be for one (1) five year term and three (3) three-year options as negotiated and accepted by both parties.

IV. **PROPOSAL DEADLINE**

All proposals must be received at the Issuing Office by 3:00 p.m., Monday, March 19, 2012. Proposals shall not be opened publicly or read aloud. Proposals received after the deadline will remain unopened. Fax proposals will not be accepted.

One (1) signed original and eight (8) copies of the proposal response must be received .

Mail to:

Jessica Wilson  
Delaware State University  
Office of Purchasing  
Administration Buildings, 3<sup>rd</sup> Floor  
Dover, Delaware 19901

Proposal responses mailed or submitted via commercial delivery service must be received by the date and time noted.

V. **CONTENTS OF PROPOSAL**

A. **Firm Background**

1. Company name, street address, city, state and zip code
2. Contact person during this proposal process, title, phone number and email address
3. Brief description of your company (number of employees, locations, number of years in business etc.)
4. A copy of your company's most recent Annual Report and audited financial reports.
5. A complete list of colleges and universities where your Firm is currently operating a bookstore. For each location, indicate the length of time you have held the contract.
6. A list of three references of educational clients with outsourcing needs similar to those outlined in this RFP. Include account name, address, current contact, phone, installation date and services provided. It is strongly suggested that accounts of a similar size and nature be included in reference list. Arrangements for site visits will be made independently of the Firms in order to secure an objective view of service management at other institutions.
7. A list of accounts that have been prematurely terminated, ended or not renewed over the last five years. Provide details including the reasons why your relationship with that organization ended.
8. Details of any lawsuit against your organization in the last three years.
9. Any previous experience with Delaware State University
10. Your strategic business partners and how those alliances will benefit Delaware State University.
11. The name, address, telephone number, email address and facsimile number of the individual we would be working with to resolve questions on contract language.

B. **Staffing and Organization**

1. Provide a copy of your company's organizational chart from company headquarters to the account management structure you will put in place to support the University. Include position title and function, name (if available) of

- each individual on the account team. Indicate if they are a full time or part time resource to the account.
2. Provide a brief biography of key personnel who will be responsible for management of the overall relationship between the Firm and the University and their respective roles in doing so. What are the backup procedures if they are not available?
  3. List the number of fulltime employees that will be providing services to the University. Provide a description of each proposed manager and staff person's qualifications, experience and tenure with your organization.
    - a. The University reserves the right to interview and approve the selection of the Bookstore General Manager and Textbook Manager. Provide the University with resumes for three (3) viable candidates for the positions of General Manager and Textbook Manager.
    - b. Firm must agree to conduct a complete background investigation on all employees assigned to this account, including social security trace, complete criminal background check for local and federal misdemeanors and felonies, credit and bankruptcy check, verification of education, verification of prior employment, driving records, and drug testing.
    - c. Hiring and dismissal of Firm's employees will be at the sole discretion of the Firm. The University may request reassignment or transfer of employees.
    - d. All employees will maintain a dress code that includes nametag, collared shirt and no hats.
  4. Describe your company's commitment to Equal Opportunity Employment and Affirmative Action.
  5. Detail your company's employee training for on-site personnel.
  6. Provide a description of your company's turnover rates among various staff levels.
  7. Provide a description of programs you have in place that ensures the ability of your employees to stay assigned to our account, especially management personnel.
  8. Explain how coverage will be provided in the case of unplanned leaves and absences.

**C. Implementation and Operations**

1. Describe the steps that will take place from Firm selection and contract approval to start date. Provide a proposed schedule depicting events such as staffing assignments, manager interviews, training (both formal and on-the-job), site preparation, product delivery and installation, and marketing.
2. Provide a description of how the overall operation will be managed. Functions should include the development, implementation, and where necessary, reconstructing of processes and procedures that will result in high standards of customer service.
3. Square footage of the current Bookstore, storage/receiving space, and office are provided in Attachment I.
4. Describe in detail all hardware/software that will be utilized by the Bookstore operation.
5. Provide samples of your standard management reports including Profit and Loss Statements. The University requires that the selected firm provide unaudited "Profit and Loss" statement on a monthly basis. The reports are due by the 15<sup>th</sup> of the month following the close of the previous month. Profit and Loss Statements should provide, at a minimum, the following information:



- Revenue to include a complete breakdown of all major sales categories.
  - Expenses; to include a breakdown into at least the major categories of, Cost of Goods Sold, Labor Expense and Direct Expenses.
  - Store level profit from Operations
  - Store level rebates, royalties, and preferred discounts garnered by our business relationship with you.
  - Administrative Fees charged at the store level.
  - Profit after rebates, royalties, preferred discounts, and administrative fees.
6. Provide a detailed description of web-based services you would provide for the University. At a minimum, the University expects full product catalogue with pictures and complete on-line ordering options for customers. In addition, a web-based service tailored to meet the needs of our Alumni (from their intranet site) is to be designed and maintained in coordination with our Office of Development and Alumni Relations.
  7. Specifically address how the order processing and delivery of emergency late textbook adoptions shall be handled.
  8. Explain supply inventory policies and procedures.
  9. A description of the Selected Firm's access to wholesale used books.
  10. Provide a description of corporate support services and programs that will be included by the Selected Firm.
  11. Provide a plan as to how services will be provided to our organization in the case of:
    - a. An unplanned emergency, either during or after normal working hours
    - b. A disaster that renders our premises inaccessible.

**D. Policies/Programs/Procedures**

Describe the policies/programs/procedures proposed for use in the operation of the Bookstore in the areas listed below:

1. Buy-back of books
2. Rentals
3. Refunds/Exchanges
4. Faculty/staff discounts
5. Financial Aid
6. Special orders—e.g., caps/gowns; rings; commencement invitations
7. Maintenance of all required course books in stock
8. Methods for securing titles, publishers, and quantities from the University's faculty
9. New categories of merchandise, if any, to be added for sale
10. Pricing
11. General book selections
12. Inventory purchase terms

**E. Customer Service**

1. How do you measure/survey customer satisfaction?
2. What process do you have to ensure that customer complaints, questions and back orders are followed up on and resolved quickly, permanently and effectively?
3. Describe any employee training programs, special recognition or initiatives used to promote customer service, quality awareness and performance among employees.

4. Define how you would measure the performance of your service employees, as well as the overall success of the operation.
5. Describe your overall plan of attack for working with faculty to insure proper communications and commitment to the text adoption process.

F. **Marketing**

1. Outline your proposed initial marketing plan.
2. Describe both short and long-term marketing programs that have resulted in increased volumes and services at other organizations. Do you see these programs being successful at Delaware State University?
3. The Selected Firm shall provide in the Proposal a list of the promotions that will be provided during each academic year.

*The Selected Firm will be required to work closely with individual departments at the University to satisfy their unique marketing needs. The University reserves the right to approve all marketing produced for use on any of its campuses or publications.*

VI. **FINANCIAL SPECIFICATIONS**

- A. The Selected Firm shall have complete responsibility for the financial administration of the bookstore facility. Such responsibilities include, but are not limited to, ordering books and merchandise, billings and collections from third parties, processing payments for all goods, acceptance and deposit of all funds, reconciliation of accounts, preparation of annual financial reports and all other such activities that may apply.
- B. The Selected Firm shall secure and pay for all Federal, state, and local licenses and permits required for the Bookstore operations provided for herein. The University will cooperate with the Selected Firm in obtaining all licenses and permits and will execute such documents as shall be reasonably necessary or appropriate for such purposes. The Selected Firm shall pay for any and all taxes and assessments attributable to the operation of the Bookstore provided herein including but not limited to sales taxes, excise taxes, payroll taxes, and Federal, state, and local income taxes.
- C. The Selected Firm will be granted the right, with University approval, to use the University's name, logo and seal for reproducing and imprinting stationary, soft goods, notebooks, pens, pencils, jewelry and similar items acceptable to the University, provided that the University's name is not used for product endorsement.
- D. The Selected Firm shall pay to the University at least a 50% fixed fee, and the remainder a percentage of gross revenue. Gross revenue shall be defined as all collected sales at the Bookstore less voids, refunds, sales tax, discounted sales, such as departmental sales, discounted faculty/staff sales, contractor supported scholarship sales, pass-through income, sales of items with little to no margin.
- E. The Selected Firm agrees to negotiate and purchase the existing inventory of textbooks, course packets, soft goods, supplies, etc. from our current business partner, Follett Higher Education Services.
- F. Specify the minimum guaranteed amount to be paid to the University.
- G. The Selected Firm will be required to accept transactions from the Universities "Declining Balance Program." The University uses the CBORD Odyssey system and maintains annual upgrades and maintenance on the system.
  - There is an annual maintenance fee from CBORD which will be paid by the Selected Firm.
  - Based on the nature of this transaction, the University will be seeking a separate commission rate for the "Declining Balance Program."
- H. The University has recently completed a significant renovation of the on-campus bookstore facilities. Because of this, we do not intend to request for the Selected Firm to

quantify its willingness to fund, through investment dollars, potential renovation. We will be asking for the Selected Firm to quantify its willingness, to fund on an annual basis, textbook scholarship monies for two (2) specific organizations. They are as follows:

- Student Government Association Annual Scholarships
  - Delaware State University Athletic Department Scholarships
- I. It is the University intention to offer books to its students at a rate competitive with other sources, especially on-line services. Specify your company's standard mark-up percentage on textbooks. Is there flexibility in the mark-up percentage? If so, what is the financial impact, if any, to the University?
- J. Internal Systems  
A description of your company's internal systems for:  
Inventory controls for textbooks, trade books, and general merchandise
1. Recording, checking and reporting sales
  2. Control of cash and refunds
  3. Internal audit

*Pricing must remain valid for a period of 90 days.*

## VII. INSURANCE

- A. The Firm will maintain during the life of this contract workmen's compensation insurance, comprehensive general liability insurance, and comprehensive automobile liability insurance in accordance with the following minimums:
- Workmen's Compensation – at statutory limits
  - Employers Liability – with \$1,000,000 limit liability
  - Comprehensive General Liability, including Products—Completed Operations coverage and Broad Form Contractual with the following limits of liability:
    - \$2,000,000 per occurrence of Bodily Injury and Property Damage arising out of Product Completed Operations and Broad Form Contractual
    - \$20,000,000 General Aggregate
  - Automobile Liability, with a combined single limit liability of \$2,000,000/accident
  - Umbrella Liability with the following limits of liability:
    - \$10,000,000 each occurrence
    - \$10,000,000 General Aggregate, including Products, Completed Operations

**These policies will contain covenants requiring 30 days written notice to the University before cancellation, reduction or the modifications of coverage. These policies will be primary and non-contributing with any insurance carried by the University and will contain a severability of interests clause in respect to gross liability;**

- B. Protecting each named insured as though a separate policy had been issued to each.
- C. In the event that the Firm fails to maintain and keep in force such insurance policies and coverage as stated above, the University will have the right to immediately terminate any contract resulting from this RFP.
- D. The Firm shall advise each insuring agency to automatically renew all policies and coverage in force at the start of and resulting from this contract until notified by the parties that coverage requirements are revised. Certification for all the above insurance is to be delivered to the University within five working days of receipt of award notice. Failure to provide this information within this time limit may result in disqualification of the bid.

## VIII. ORAL PRESENTATION AND NEGOTIATIONS

- A. An oral presentation by one or more Firms may be required after the University receives written proposals. In this case, the University will schedule a time and place.
- B. Firms will not be allowed to initiate negotiations to improve their competitive positions.
- C. Nothing stated herein restricts the University's right to negotiate on any matter within a response or on any matters in the future contract or statement of work.

IX. **NON-INTERFERENCE.**

- A. Interference of the Proposal Process by any Firm, employee of the Firm, persons with vested interests and/or persons with associated interests of the Firm will disqualify the Firm's proposal and/or proposal. Under the terms of the Proposal Process, Interference will be described as: "any effort by any person as stated above to sway, coerce, influence, or otherwise affect the outcome of the proposal process to their advantage by any means other than fulfilling the terms of the Contractual Documents."
- B. From the date of receipt of this Request for Proposal by each Firm until a binding contractual agreement exists with the Selected Firm and all other firms have been notified or when the University rejects all proposals, informal communication regarding this procurement shall cease. Informal communications shall include, but are not limited to:
  - 1. Requests from the Firms to any department(s) at the University with the exception of Procurement Services for information, comments, speculation, etc.
  - 2. Requests from any department at the University with the exception of Procurement Services for information, comments, speculations, etc.

*Any failure to adhere to the provisions set forth above may result in the rejection of a Firm's proposal or cancellation of this Request for Proposal.*

X. **NON-DISCLOSURE OF PROPRIETARY INFORMATION**

Information shared by the University and the Firms responding to this RFP will be made available only to the employees or agents who require access to it in fulfillment of their participation in this process. Said proprietary information will not be shared, published or otherwise disclosed without the express written consent of the parties.

XL. **WITHDRAWAL OF PROPOSALS**

Any Firm may withdraw its proposal at any time before the date and time established for the opening of proposals.

XII. **REJECTION OF PROPOSALS**

The University reserves the right to reject any or all proposals received. Firms whose proposals are not accepted will be notified after a binding contractual agreement between the University and the Selected Firm exists or when the University rejects all proposals.

XIII. **EVALUATION CRITERIA**

The evaluation criteria and associated points for each are listed below:

- A. Management philosophy, experience and locally assigned management team. 15 points
- B. Customer service plan that includes staff training, continuous improvement, and customer feedback 15 points
- C. Operations management plan for the Bookstore; includes textbooks and related materials, availability of trade and reference books, general literature, officially licensed merchandise, and miscellaneous retail services 15 points
- D. Financial considerations. 25 points
- E. References and organizational financial stability 10 points

F.	Marketing plan for the University Bookstore	5 points
G.	Unique operational and creative approaches organization is willing to bring to Delaware State University	5 points
H.	Transition plan – including review of detailed transition plan, arrival dates for on-site management team, and plan for management of the fall adoption process.	10 points
	Total points	100 points

**XIV. AWARD OF CONTRACT**

The contract shall be awarded to the Firm whose proposal, in the sole judgment and discretion of the University, best serves the needs and interests of Delaware State University. The University reserves the right to reject any and all proposals and not award a contract under this RFP.

**XV. APPEAL**

There will be no appeal of the decision of the University.

**XVI. FORMATION OF THE AGREEMENT WITH THE SELECTED FIRM**

The selection of a Firm and award of a proposal will be subject to the successful negotiation and execution of a contract between the University and the Selected Firm.

- A. The laws of the State of Delaware will govern all contracts.
- B. The Selected Firm represents to the University that its entering into this Agreement with the University does not entail any violation of the Delaware Conflict of Interests Act.
- C. Neither party to this Agreement shall have the right to assign or subcontract this Agreement in whole or in part without the prior written consent of the other.

**XVII. TERMINATION**

- A. The University reserves the right to cancel the Agreement for cause at any time or with prior notice to the Selected Firm of 30 days without cause.
- B. In the event that the University breaches any of the terms and provisions of the contract, the Selected Firm reserves the right to accurately and specifically describe the alleged breach in a written notice by registered or certified mail to the University and expect that this breach be corrected within a 30 day period from the date the notice is received by the University. If the described breach is not corrected satisfactorily within this time period, 180 day notice of cancellation of this Contract may be given by registered or certified mail to the University.
- C. Upon the expiration or termination of this contract, fees due the University will be paid on sales until all equipment has been removed.

*The University very much appreciates your Firm's consideration of the Request for Proposal and looks forward to receiving your Firm's response.*

This Contract between  
Delaware State University

and \_\_\_\_\_  
Name of Individual and/or Firm (The Second Party)

The undersigned hereby certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The undersigned further swears under the penalty of perjury, that neither he/she or the Company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the State of Delaware, and that the award of a contract to him/her or the Company which he/she represents will not violate any provisions of the campaign finance laws of the State of Delaware.

CONTRACTOR (SECOND PARTY)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name of Company or Corporation)

## QUICK REFERENCE SUMMARY - CALENDAR OF EVENTS

	EVENT	DATE
A.	RFP Issued	02/06/2012
B.	Questions due	02/16/2012
C.	Optional tour of facilities: 9 a.m. EST	02/20/2012
D.	MANDATORY Pre-Bid meeting: 2:00 p.m. EST	02/20/2012
E.	Written proposals from companies due: 3:00 p.m. EST	03/19/2012
F.	Evaluation committee meets and determines short list of vendors	04/02/2012
G.	Management team interviews scheduled	04/02/2012
H.	Evaluation committee conducts site visits	04/10/2012
I.	Negotiations with short list vendors	04/16 - 18/2012
J.	Final decisions	04/20/2012
K.	Evaluation committee meets to determine final recommendations	TBA

## **Attachment I**

### **Delaware State University Campus Data**

#### **Campus Facts**

- Located in Dover, Delaware
- Four year public University
- Land Grant University – Founded in 1891
- Accredited by the Middle States Association of Colleges and Schools

#### **Students: Fall 2011**

- Total Students Enrolled: 4,178
- Undergraduates: 3,744
- Graduate: 434
- 2,593 Female/1,585 Male
- Full-Time/Part-Time 3,782 Full-Time/ 396 Part-Time
- Students from Delaware: 2,135
- Students from other states and international 2,043

#### **Faculty: Fall 201**

- Full-time faculty: 212

#### **Degree Programs and Learning: 2010 -2011**

- Delaware State University offers 52 bachelor's degrees, 31 graduate programs
- Bachelor's degrees awarded 2010-2011 - 500

#### **Student Life**

- Residence hall spaces 2,330
- % of the undergraduate student population reside in University Housing - 61%
- NCAA Division 1A athletics 13 varsity sports
- Member MEAC Conference

Bookstore – Square Footage – 7,000 square feet